

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NORTH CAROLINA

R. ALEXANDER ACOSTA,)	
Secretary of Labor,)	
U.S. Department of Labor,)	
Plaintiff,)	
)	
v.)	Civil Action No. 4:15-CV-168-D
)	
EAGLE HOMES, INC.;)	CONSENT JUDGMENT
ROSEMARY NWANKWO, an individual;)	AND ORDER
Defendants.)	

This cause came on for consideration upon the parties' motion and consent to the entry of this Judgment, without further contest. It is, therefore,

ORDERED, ADJUDGED and DECREED that Defendants Eagle Home, Inc. and Rosemary Nwankwo (referred to herein collectively as the "Defendants"), their agents, servants, employees and all persons in active concert or participation with them who receive actual notice hereof are permanently enjoined from violating the provisions of the Fair Labor Standards Act of 1938, as amended, 29 U.S.C. § 201, et seq., hereinafter referred to as the Act, in any of the following manners:

1. They shall not, contrary to §§ 6 and 15(a)(2) of the Act, 29 U.S.C. §§ 206 and 215(a)(2), pay any employee who is engaged in commerce or in the production of goods for commerce, or who is employed in an enterprise engaged in commerce or in the production of goods for commerce, within the meaning of the Act, wages at a rate less than the applicable minimum hourly rate prescribed by said § 6 as now in effect or which hereafter may be made applicable by amendment thereto.

2. They shall not, contrary to §§ 7 and 15(a)(2) of the Act, 29 U.S.C. §§ 207 and 215(a)(2), employ any employee in commerce or in the production of goods for commerce, or in an enterprise engaged in commerce or in the production of goods for commerce, within the meaning of the Act, for more than 40 hours in a workweek unless such employee is compensated for such hours in excess of 40 at an overtime rate of at least one and one-half times the regular rate at which such employee is employed.

3. They shall not, contrary to §§ 11(c) and 15(a)(5) of the Act, 29 U.S.C. §§ 211(c) and 215(a)(5), fail to make, keep and preserve adequate and accurate employment records as prescribed by Regulation found at 29 C.F.R. § 516.

IT IS FURTHER ORDERED, ADJUDGED and DECREED that Plaintiff shall recover from Defendants back wages in the total amount of \$177,276.54 due employees for the periods of employment and in the amounts indicated with respect to each, as set forth on Schedule "A" attached hereto. The private rights, under the Act, of any employee of Defendants not named or for periods not stated in said Schedule "A" shall not be terminated or otherwise adversely affected by this proceeding.

To comply with this provision of this Judgment Defendants shall deliver to the Plaintiff by U.S. mail monthly copies of canceled checks or records from a third-party payroll service provider as proof of payment. Proof of payment shall be sent monthly to: District Director, U.S. Department of Labor, Wage & Hour Division, Somerset Bank Building, 4407 Bland Road, Suite 260, Raleigh, NC 27609.

Defendants shall distribute the proceeds of such checks pursuant to Schedule "A", less deductions for federal income taxes and employee contributions to F.I.C.A., as required by

law, to the named employees, or to their personal representatives, and any amounts not so distributed by the Defendants within the period of five (5) years after date of this Judgment, because of inability to locate the proper persons or because of such persons' refusals to accept such sums, shall be deposited into the Treasury of the United States as miscellaneous receipts. Defendants shall remain responsible for the employer's share of F.I.C.A. arising from or related to the back wages paid hereunder. The payments due under Schedule "A" shall commence on May 1, 2018 (Payment 1) and will continue each month thereafter, with all consecutive monthly payments due on the first day of each month through May 1, 2021 (Payment 37). It is

FURTHER ORDERED that in the event of default by the Defendants in the payment of any of the above-recited installments and Schedule "A", the total balance then remaining unpaid shall become due and payable immediately, with no further notice or demand required, and post judgment interest shall be assessed against such remaining unpaid balance, in accordance with 28 U.S.C. § 1961, from the date hereof until paid in full. Defendants will remain in compliance with Schedule "A" as long as each payment due pursuant to Schedule "A" is made no more than thirty (30) days after the payment due date. It is

FURTHER ORDERED that each party shall bear such other of its own attorney's fees and expenses incurred by such party in connection with any stage of this case, including but not limited to, attorney's fees which may be available under the Equal Access to Justice Act, as amended.

This 19 day of March, 2018.

J. Dever
JAMES C. DEVER III
UNITED STATES DISTRICT JUDGE
CHIEF JUDGE

**Defendants move for entry of
the attached Consent Judgment:**

Eagle Home, Inc.

By: Rosemary Nwankwo
Title: Administrator

Rosemary Nwankwo
Rosemary Nwankwo

By:/s/Michelle M. Walker
MICHELLE M. WALKER
AMOS G. TYNDALL
100 Europa Dr., Suite 401
Chapel Hill, NC 27517
(919) 246-4676
(919) 246-9113 (fax)
MWalker@ptwfirm.com

**Plaintiff moves for entry of
the attached Consent Judgment:**

KATE S. O'SCANNLAIN
Solicitor of Labor

STANLEY E. KEEN
Regional Solicitor

ROBERT L. WALTER
Counsel

By:/s/Yasmin Yantthis-Bailey
YASMIN YANTTHIS-BAILEY
Attorney for Plaintiff

Office of the Solicitor
U. S. Department of Labor
61 Forsyth Street, S.W., Room 7T10
Atlanta, GA 30303
(404) 302-5435
(404) 302-5438 (fax)
Yantthis-Bailey.Yasmin@dol.gov

Schedule "A"

Pmt #20	Pmt #21	Pmt #22	Pmt #23	Pmt #24	Pmt #25	Pmt #26	Pmt #27	Pmt #28	Pmt #29	Pmt #30	Pmt #31	Pmt #32	Pmt #33	Pmt #34	Pmt #35	Pmt #36	Payment #37	Totals
x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	6873.40	6873.40
x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	74.64	74.64
x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	572.00	572.00
x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	554.82	554.82
x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	104.00	104.00
x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	1968.66	1968.66
x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	104.00	104.00
x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	436.38	436.38
x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	288.00	288.00
x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	2487.80	2487.80
3000.00	3000.00	3000.00	3000.00	3000.00	73.83	x	x	x	x	x	x	x	x	x	x	x	15123.90	
x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	200.30	200.30
x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	19218.16	
x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	4877.01	4877.01
x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	3301.22	3301.22
x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	1647.15	1647.15
x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	3548.65	3548.65
x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	4804.67	4804.67
x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	14417.37	
x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	131.55	131.55
x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	934.50	934.50
x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	25.00	25.00
x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	4342.31	4342.31
x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	1585.54	1585.54
x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	2822.62	2822.62
x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	1957.27	1957.27
x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	483.51	483.51
x	x	x	x	x	2926.17	3000.00	3000.00	486.41	x	x	x	x	x	x	x	x	9412.58	
x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	7500.13	
x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	52.00	52.00
x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	873.00	3000.00
x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	853.20	7726.20
x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	18670.22	18670.22
x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	15814.27	
x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	19640.59	
x	x	x	x	x	x	x	x	2513.59	3000.00	3000.00	3000.00	3000.00	3000.00	3000.00	3000.00	3000.00	2127.00	x
x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	2550.76	2550.76
x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	327.73	327.73
x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	2625.63	2625.63
x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	72.00	72.00
3000.00	3000.00	3000.00	3000.00	3000.00	3000.00	3000.00	3000.00	3000.00	3000.00	3000.00	3000.00	3000.00	3000.00	3000.00	3000.00	\$ 69,276.54	\$ 177,276.54	